

COAST AND GEODETIC PROGRAM

Agreement signed at Manila May 12, 1947

Entered into force May 12, 1947

Terminated upon fulfillment of its terms

61 Stat. 2852; Treaties and Other
International Acts Series 1616

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES REGARDING COAST AND GEODETIC SURVEY WORK AND TRAINING PROGRAM

WHEREAS, the Government of the United States of America has enacted Public Law 370—79th Congress, approved April 30, 1946,¹ known as the Philippine Rehabilitation Act of 1946, whereof Section 310, entitled “Coast and Geodetic Surveys,” provides:

“The Coast and Geodetic Survey of the Department of Commerce is authorized to continue, until June 30, 1950, the survey work which was being conducted by it in the Philippines prior to December 7, 1941. The Director of the Coast and Geodetic Survey is authorized to train not exceeding twenty Filipinos each year prior to July 1, 1950, to be designated by the President of the Philippines subject to the provisions of section 311 (c), in order that they may become qualified to take over and continue such survey work on and after July 1, 1950, and to pay all expenses incident to their temporary employment and training.” and

WHEREAS, The Government of the Republic of the Philippines is desirous of availing itself of the benefits, facilities and services which are authorized by the above-quoted Section 310 of the said Public Law 370—79th Congress;

THEREFORE, the Government of the United States of America and the Government of the Republic of the Philippines have decided to conclude an agreement for the foregoing purposes and have mutually agreed as follows:

ARTICLE I

The responsible agent of the Government of the United States of America for effectuating the provisions of this Agreement shall be the Director of the

¹ 60 Stat. 128.

United States Coast and Geodetic Survey of the Department of Commerce, hereinafter referred to as the United States Director. The United States Director may delegate to a duly authorized representative all or any part of his authority for effectuating the provisions of this Agreement. The duties, functions and powers exercised in the Republic of the Philippines under the terms of this Agreement by the United States Director, or his duly authorized representative, shall be under the general supervision of the United States Ambassador accredited to the Government of the Republic of the Philippines or, in the absence of the Ambassador, of the Charge d'Affaires ad interim of the United States of America. The United States Director, or his duly authorized representative, may negotiate and conclude any working agreements necessary for carrying out the provisions of this Agreement.

The responsible agent of the Government of the Republic of the Philippines for effectuating the provisions of this Agreement shall be the Director of the Bureau of Coast and Geodetic Survey of the Department of National Defense, hereinafter referred to as the Philippine Director. The Philippine Director may delegate to an officer or employee of the Bureau of Coast and Geodetic Survey of the Department of National Defense all or any part of his authority for effectuating the provisions of this Agreement. The Philippine Director, or his authorized representative, shall be the representative of the Government of the Republic of the Philippines in the negotiation and conclusion of all working agreements necessary for carrying out the provisions of this Agreement.

The United States Director and the Philippine Director shall cooperate in every way possible to carry out the spirit and purpose of this Agreement.

ARTICLE II

The United States Director shall assign one commissioned officer of the United States Coast and Geodetic Survey of the Department of Commerce who shall perform the duties of Director of Coast Surveys, Manila Field Station, United States Coast and Geodetic Survey.

The Director of Coast Surveys, Manila Field Station, shall act as adviser on Coast and Geodetic Surveys to the President of the Republic of the Philippines and shall also direct the office and field operations of all personnel paid with United States Government funds. Other Coast and Geodetic Survey commissioned officers and Civil Service personnel may, pursuant to the purposes of this Agreement, be assigned to duty in the Republic of the Philippines and shall serve under the Director of Coast Surveys, Manila Field Station. The organization of the Philippine Bureau of Coast and Geodetic Survey is to be determined entirely by the Republic of the Philippines.

The United States Coast and Geodetic Survey of the Department of Commerce shall assume financial responsibility for manning, repairing and operating one survey vessel, the "TULIP."

The United States Coast and Geodetic Survey shall conduct surveying operations in the Republic of the Philippines and instruct Philippine personnel in the Republic of the Philippines in United States Coast and Geodetic Survey techniques of surveying, mapping and charting.

Original hydrographic, topographic, triangulation and leveling records and accompanying surveys and reports made by the United States Coast and Geodetic Survey under the terms of this Agreement will become the property of the Government of the Republic of the Philippines, and the United States Coast and Geodetic Survey will retain, or be provided with, three photolithographic copies of all triangulation, air photo, topographic, tidal, magnetic, photogrammetric, leveling, hydrographic and other surveys and one copy of each descriptive report.

The United States Coast and Geodetic Survey will print charts of the Republic of the Philippines for the Philippine Bureau of the Coast and Geodetic Survey until the latter is in position to assume responsibility for the operation.

ARTICLE III

The United States Director shall provide for the temporary employment and training during the period of this Agreement of not to exceed twenty (20) citizens of the Republic of the Philippines each year in surveying, mapping, charting and related activities. The United States Director shall provide for the payment of all expenses incidental to such temporary employment and training, including, but not necessarily limited to, actual transportation expenses to and from and in the United States of America, allowances for tuition, educational fees and subsistence.

Subject to the provisions of Section 311 (c) of the said Public Law 370—79th Congress, the trainees referred to in the preceding paragraph of this Article shall be designated by the President of the Philippines in accordance with procedures and standards established by the United States Director. The Government of the Republic of the Philippines shall furnish to the United States Embassy at Manila the names and necessary supporting documents of the trainees so designated.

ARTICLE IV

Vessels owned by the Government of the United States of America (including small boats) operated by the Coast and Geodetic Survey of the United States Department of Commerce as part of the program carried out pursuant to this Agreement shall be permitted to move freely in the territorial waters of the Republic of the Philippines, to enter and sail from the several ports with or without pilots and without the necessity of formal entrance or clearance that may ordinarily be required of commercial and other vessels and to establish or utilize such means of communications between such vessels and shore facilities as may be necessary to the effective adminis-

tration of the programs contemplated by this Agreement. Quarantine procedures and inspections shall be required only at the first Philippine port of call on original entry.

Vessels of the Government of the United States of America used in the Coast and Geodetic Survey program (including small boats), their equipment, tackle, and appurtenances shall be immune from seizure under Admiralty or other legal process.

Vessels owned by the Government of the United States of America (including small boats) used in the Coast and Geodetic Survey program shall be exempt from all requirements of the Government of the Republic of the Philippines relating to inspection, registry, manning or licensing of vessels or marine personnel.

Where suitable public wharves or facilities for moorage are available, such vessels shall be furnished wharfage or moorage without cost.

ARTICLE V

The Government of the Republic of the Philippines agrees to provide free of cost to the Government of the United States of America such lands, rights-of-way and easements as may be necessary for carrying out the terms of this Agreement. The United States Director is authorized to accept and utilize for the performance of the terms of this Agreement contributions of labor, materials, equipment and money from the Government of the Republic of the Philippines and its political subdivisions.

ARTICLE VI

The Government of the Republic of the Philippines agrees to provide such equipment and facilities, including such satisfactory ships and small boats for survey work as may be necessary to carry out the purposes of this Agreement and as may be available to the Government of the Republic of the Philippines.

The Government of the Republic of the Philippines shall provide and pay qualified personnel (except officers and employees referred to in Articles II and III of this Agreement) necessary to conduct surveying, mapping and charting operations in the Republic of the Philippines, and shall defray all expenses necessary for the operation of the Philippine Bureau of the Coast and Geodetic Survey except as specifically provided for elsewhere in this Agreement.

ARTICLE VII

The Government of the Republic of the Philippines will cooperate with the United States Director, or his duly authorized representative, in providing such temporary or permanent office and other space and facilities as may be required and shall render all practicable assistance in securing adequate hous-

ing accommodations, at reasonable rental rates, for personnel of the United States Coast and Geodetic Survey who are engaged in effectuating this program, and their families.

ARTICLE VIII

The Government of the Republic of the Philippines will save harmless all officers and employees of the United States Coast and Geodetic Survey of the Department of Commerce who are citizens of the United States of America from damage suits or other civil actions arising out of their performance of their duties under this Agreement.

ARTICLE IX

Officers, employees and agents of the Government of the United States of America who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines under the provisions of the present Agreement, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees, or agents of the United States Coast and Geodetic Survey over all bridges, ferries, roads and other facilities of the highways where tolls are collected for passage of vehicles or occupants.

ARTICLE X

Pending the conclusion of negotiations now being considered by the United States of America and the Republic of the Philippines, no import, excise, consumption, or other tax, duty, or impost shall be levied on funds or property in the Republic of the Philippines which is owned by the United States Coast and Geodetic Survey of the Department of Commerce and used for purposes under the present Agreement or on funds, materials, supplies, and equipment imported into the Republic of the Philippines for use in connection with such purposes; nor shall any such tax, duty or impost be levied on personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use or consumption of United States Coast and Geodetic Survey personnel who are United States citizens; nor shall any export or other tax be placed on any such funds or property, including United States Government property, in the event of its removal from the Republic of the Philippines.

ARTICLE XI

Each Government reserves the right to remove any personnel paid by it and involved in carrying out the provisions of this Agreement with the understanding that each Government shall maintain an adequate force to carry out the provisions and requirements of this Agreement so long as the Agreement is in effect.

ARTICLE XII

All commitments made in this Agreement on the part of the Government of the United States of America shall be subject to the availability of appropriated funds by the Government of the United States of America.

ARTICLE XIII

This Agreement shall become effective on the date of its signature and shall continue in effect until completely executed on both sides, but in no event later than June 30, 1950; provided, however, that this Agreement may be revised, amended, or changed in whole or in part with the approval of both parties as indicated and effected by an exchange of notes between the two contracting parties; and provided further that either Government may terminate this Agreement by giving to the other party ninety days notice in writing through diplomatic channels.

IN WITNESS WHEREOF the Undersigned, duly authorized thereto, have signed the present Agreement in duplicate at Manila this twelfth day of May, 1947.

For the Government of the United States of America:

NATHANIEL P. DAVIS

Chargé d'Affaires ad interim
of the United States of America at Manila

For the Government of the Republic of the Philippines:

RUPERTO K. KANGLEON

Secretary of National Defense